

Terms of Sale and End User License Agreement — Motion Haptics Tech (MHT)

Effective Date: October 12, 2025

Company: Motion Haptics Tech (“MHT,” “we,” “our,” “us”)

Registered in: The Netherlands

Jurisdiction: Utrecht, The Netherlands

1. Introduction and Acceptance

These Terms of Sale and End User License Agreement (“Agreement”) govern the purchase, use, and possession of all Motion Haptics Tech hardware, firmware, and related materials (“Products”). By purchasing or using an MHT Product, you (“Customer,” “you”) agree to be bound by this Agreement. If you do not agree, do not purchase, install, or use the Product.

This Agreement applies to both business customers (B2B) and individual consumers (B2C). Certain provisions apply differently to consumers as required by Dutch and EU consumer protection law.

2. Definitions

Product: Any hardware device, component, accessory, or kit sold or distributed by MHT.

Firmware: Software embedded in the Product that enables its functionality.

Software: Any accompanying application, driver, SDK, tool, or update provided by MHT.

Documentation: All guides, datasheets, and online resources provided by MHT.

Customer: The purchaser, user, or entity that acquires the Product.

3. Product Information and Intended Use

MHT Products are designed for research, prototyping, and general-purpose haptic applications. They are not certified for life-critical, medical, or military use unless MHT expressly states otherwise in writing.

Customers must ensure compatibility, safety, and legal compliance when integrating the Product into other systems. Improper or unsafe use voids all warranties and support.

4. Ordering, Pricing, and Delivery

All prices are listed in euros (€) and exclude VAT unless stated otherwise. MHT may change pricing, specifications, and availability at any time prior to acceptance of an order.

Delivery dates are estimates only. MHT is not liable for delays due to carriers, customs, or events beyond its control.

Ownership transfers to the Customer upon full payment. Risk of loss transfers upon shipment.

5. Warranty and Returns

5.1 Warranty Coverage

MHT warrants that Products will be free from material defects in workmanship and materials for one (1) year from the date of delivery, under normal use and conditions described in the Documentation.

5.2 Exclusions

This warranty does not cover: damage caused by misuse, modification, improper installation, accidents, environmental stress, ESD, overvoltage, or liquid ingress; normal wear and tear, cosmetic defects, or consumable components; damage due to unauthorized accessories, third-party repairs, or modifications.

5.3 Remedies

If a Product is defective within the warranty period, MHT may, at its sole discretion: (a) repair the Product, (b) replace it with an equivalent Product, or (c) issue a partial or full refund.

Customer must contact MHT for a Return Material Authorization (RMA) before returning any Product, and must return Products with proof of purchase and a clear fault description.

5.4 Consumer Rights

For EU consumers, statutory rights under Dutch and EU law apply in addition to this warranty.

6. Limitation of Liability

To the maximum extent permitted by law, MHT is not liable for indirect, incidental, consequential, special, or punitive damages, including loss of profit, revenue, data, goodwill, or use, arising from the sale, use, or inability to use a Product.

MHT's total liability, whether in contract, tort, or otherwise, is limited to the amount paid for the Product that gave rise to the claim.

Nothing in this Agreement limits liability for death, personal injury, or fraud caused by negligence, where such limitation is not permitted by law.

7. Intellectual Property Rights

All intellectual property rights in the Products, including firmware, software, schematics, mechanical designs, and documentation, are and remain the property of MHT or its licensors.

No rights or licenses are granted beyond what this Agreement states. You may not reverse engineer, decompile, or disassemble the firmware or software, except where permitted by mandatory law.

8. Public and Open-Source Materials

MHT may publish certain materials, such as firmware, software, or documentation, under open-source or permissive licenses.

Any material that MHT explicitly releases publicly under such licenses is excluded from the restrictions in Section 7 and is governed by the applicable open-source license.

You may use, modify, or redistribute those materials within the scope of their licenses. Publicly released materials do not include confidential information, trade secrets, or proprietary assets that MHT has not explicitly published.

9. Firmware and Software License (EULA)

9.1 License Grant

MHT grants you a non-exclusive, non-transferable, revocable license to use MHT firmware and software solely with the Product you purchased.

9.2 Restrictions

You may not: copy, modify, adapt, translate, or distribute firmware or software except as expressly permitted; use MHT firmware on non-MHT hardware; reverse engineer, decompile, or circumvent technical protections, except where mandatory law allows; rent, lease, lend, or sublicense the firmware or software.

9.3 Updates

MHT may provide updates that add, change, or remove functionality. By installing updates, you accept the then-current license terms. MHT is not obligated to provide updates or support beyond the warranty remedy.

9.4 Third-Party Components

Firmware or software may include third-party components under separate licenses. Those licenses govern those components and take precedence where they conflict with this EULA for those specific components.

10. Export Compliance and Restricted Uses

You must comply with all applicable export, re-export, and sanctions laws and regulations. You may not use the Product: in weapons, surveillance, or military applications; in medical devices or other safety-critical systems; unless MHT has given prior written approval and all required certifications and authorizations have been obtained.

11. Termination

MHT may terminate this Agreement if you breach it. Upon termination, all licenses in Section 9 end, and you must stop using the firmware and software. Sections 6, 7, 8, 10, and 12 survive termination.

12. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the Netherlands. The courts of Utrecht, The Netherlands, have exclusive jurisdiction over disputes, without prejudice to mandatory consumer rights. EU consumers may also use the European Online Dispute Resolution platform: <https://ec.europa.eu/consumers/odr>

13. Contact Information

Motion Haptics Tech (MHT)

Utrecht, The Netherlands

Email: support@motionhaptics.tech

Website: <https://motionhaptics.tech>

By purchasing or using an MHT Product, you acknowledge that you have read, understood, and agreed to this Agreement.